

Painting Light Poles

03/11/2021

City of Gallatin

1.0 Introduction

The City of Gallatin is seeking bids for **Painting Light Poles**. Bids will be due on March 23rd 2021 at 1:00 pm in a sealed envelope clearly marked: **BID: Painting Light Poles**.

1.1 Scope of Work

The City of Gallatin seeks to have 32 light poles and 4 strain poles sanded, cleaned, primed and painted on Nashville Pike in Gallatin TN.

2.0 Vendor Requirements

- Vendor must complete attached price sheet.
- Vendor must maintain insurance requirements.
- Price good for 6 months

3.0 Evaluation of Proposals

The City of Gallatin will award the contract to lowest responsible and responsive bidder meeting specifications, quality, and performance standards pursuant to the Municipal Purchasing Act of 1983. Response will be based on the following factors;

- Completeness of response
- Cost
- Vendor track record, including references
- Quality of service and product performance

4.0 Contract Award

The City of Gallatin reserves the right to reject any or all proposals and to waive any informality found therein. The City of Gallatin will award a contract based on evaluations described above.

5.0 Painting Specifications

Description. This work shall consist of sanding, cleaning, applying bonding primer to areas where paint is flaking off and painting using a black gloss urethane/auto paint, applying a heavy smooth coat.

Traffic Control. Traffic control will be provided as needed by the awarded vendor

Clean Up. Contractor shall make sure work area is cleaned up from anything that was from this project, to include any over spray.

6.0 Questions and site Visit Contact

City of Gallatin Public Works

Attn: Lyndon Satterfield

132 W. Main Street

Gallatin TN 37066

Telephone: 615-533-8704

7.0 Proposal Submission

ALL SUBMISSIONS MUST BE SEALED AND CLEARLY MARKED

Painting Light Poles

Finance Department

Attn: J.R. Smith, Jr.

132 West Main Street

Gallatin, TN 37066

Telephone: 615-451-5899

PRICES SHEET

Cost to prep and paint 32 light poles and 4 strain: \$_____ total project cost

(Price to include any equipment rental)

Name of Company: _____

Address: _____

Telephone: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Email: _____

Iran Divestment Act:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and believe that each bidder is not on the list created pursuant to §12-12-106.

CITY OF GALLATIN, TENNESSEE

CONTRACT FOR PAINTING TRAFFIC LIGHT POLES

Contract made this ____ day of _____, 202__, between the City of Gallatin, Tennessee, (“City”) and _____ (“Contractor”).

City and Contractor agree:

1. **Contract Documents.** This Contract is made as a result of an Advertisement for Bid issued by City and attached to this Contract as an exhibit. Contractor was awarded the bid as the lowest responsible bidder. This Contract and attached exhibit(s) constitute the entire agreement between the parties. No waiver, consent, or modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. Contractor, by signature of its authorized representative, hereby acknowledges that he/she has read this Contract, understands it, and agrees to be bound by its terms and conditions.

2. **Scope.** Contractor shall provide the services described in the contract documents within the time prescribed in the contract documents. Exceptions, alterations, or modifications to the contract documents, if any, shall be attached to this Contract as a separate exhibit.

3. **Price & Payment.** City shall pay Contractor amounts earned under the Contract. All payments will be made at the times and in the manner provided in the contract documents, but in no event shall payment be made prior to completion of a defined segment of work and acceptance of said work by City.

4. **Indemnification.** Contractor agrees to defend, indemnify and save City, its officers, employees and agents harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogations, or other damages resulting from injury to any person (including injury resulting in death,) or damage (including loss or destruction) to property, of whatsoever nature arising out of or incident to the performance of this Contract by Contractor (including but not limited to, Contractor's employees, agents, and others designated by Contractor to perform work or services

attendant to this Contract.) Contractor shall not be held responsible for any losses, expenses, claims, subrogations, actions, costs, judgments, or other damages, directly, solely, and approximately caused by the negligence of City.

5. **Insurance.** Contractor shall, at its own expense, at all times during the term of this agreement, maintain in force:

5.1. **General Liability.** A comprehensive general liability policy including coverage for contractual liability for obligations assumed under this Contract, blanket contractual liability, products and completed operations, owner's and contractor's protective insurance and comprehensive automobile liability, including owned and non-owned automobiles. The liability under each policy shall be a minimum of \$1,000,000 per occurrence (combined single limit for bodily injury and property damage claims) or \$1,000,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage. Liability coverage shall be provided on an "occurrence" not "claims" basis.

5.2. **Workers' Compensation.** Worker's compensation insurance in compliance with T.C.A. § 50-6-101 *et seq.*, which requires subject employers to provide Tennessee workers' compensation coverage for all their subject workers.

5.3. **Automobile Liability.** Automobile liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

5.4. **Additional Insured.** The City, its officers, employees and agents shall be named as additional insureds on each required insurance policy. Contractor shall submit certificates of insurance acceptable to the City with the signed Contract prior to the commencement of any work under this agreement. These certificates shall contain a provision that coverage afforded under the policies cannot be canceled and restrictive modifications cannot be made until at least 30 days prior written notice has been given to City. Insuring companies or entities are subject to the City's acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the City. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

6. **Compliance with Law.** Contractor shall promptly observe and comply with all present and future laws, orders, regulations, rules and ordinances of federal, state, and city governments with respect to the services.

7. **Default.** A default shall occur under any of the following circumstances:

7.1. If the Contractor fails to begin the work under Contract within the time specified, or fails to perform the work with sufficient workers or equipment or with sufficient

materials to insure the prompt completion of the project, or shall neglect or refuse to remove materials or perform anew such work as shall be rejected as defective or unsuitable, or shall discontinue the prosecution of the work.

7.2. If the Contractor shall become insolvent or declared bankrupt, or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against the Contractor unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors.

7.3. From any other cause whatsoever, shall not carry on the work in an acceptable manner.

7.4. Contractor commits any material breach or default of any covenant, warranty, certification, or obligation it owes under the Contract.

7.5. Contractor loses any license, certificate or certification that it required to perform work or service attendant to this Contract.

7.6. Contractor attempts to assign rights in, or delegate duties under the Contract.

8. **Remedies.** In addition to the rights and remedies to which the City may be entitled by law for the enforcement of its rights under this Contract, City shall have full power and authority, without violating this Contract, to take prosecution of the work from the Contractor, and appropriate or use any or all of the materials and equipment on the ground that may be suitable and acceptable and may cause a contract for the completion of this Contract according to its terms and provisions, or use such methods as required for the completion of the Contract, in any acceptable manner. All costs and charges incurred by the City together with the costs of completing the work under the Contract, shall be deducted from any money due or which shall become due the Contractor. In case the expense so incurred by the City shall be less than the sum which would have been payable under the Contract if it had been completed by the Contractor, then the Contractor shall be entitled to receive the difference less any damages for delay to which the City may be entitled. In case such expense shall exceed the sum which would have been payable under the Contract, the Contractor and the surety shall be liable and agree to and shall pay the City the amount of the excess with damages for delay of performance, if any.

9. **Termination.**

9.1. **Mutual consent.** This Contract may be terminated at any time by mutual consent of both parties.

9.2. **City's Convenience.** This Contract may be terminated at any time by City upon 30 days notice in writing and delivered by certified mail or in person.

9.3. **For Cause.** City may terminate or modify this Contract, in whole or in part,

effective upon delivery of written notice to Contractor, or at such later date as may be established by City under any of the following conditions:

- a. If City funding from federal, state, county, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services;
- b. If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract; or
- c. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Contract is for any reason denied, revoked, suspended, or not renewed.

9.4. For Default or Breach.

- a. Either City or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, or within such other period as the party giving notice may authorize or require, then the Contract may be terminated at any time thereafter by a written notice of termination by the party giving notice.
- b. Time is of the essence for Contractor's performance of each and every obligation and duty under this Contract. City, by written notice to Contractor of default or breach, may at any time terminate the whole or any part of this Contract if Contractor fails to provide services called for by this Contract within the time specified herein or in any extension thereof.
- c. The rights and remedies of City provided in this subsection (10.4) are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.5. Obligation/Liability of Parties. Termination or modification of this Contract, pursuant to subsections 9.1, 9.2, 9.3 and 9.4 above, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination (regardless of whether such notice is given pursuant to subsections 9.1, 9.2, 9.3 and 9.4 of this section), Contractor shall immediately cease all activities under this Contract, unless expressly directed otherwise by City in notice of termination. Further, upon termination, Contractor shall deliver to City all contract documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed. City shall pay Contractor for work performed prior to the termination date

if such work was performed in accordance with the Contract.

10. **Funds Available and Authorized.** City has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract within the City's fiscal year budget. Contractor understands and agrees that City's payment of amounts under this Contract attributable to work performed after the last day of the current fiscal year is contingent on City appropriations, or other expenditure authority sufficient to allow City, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract. In the event City has insufficient appropriations, limitations or other expenditure authority, City may terminate this Contract without penalty or liability to City, effective upon the delivery of written notice to Contractor, with no further liability to Contractor.

11. **Assignment and Subcontracts.** Contractor shall not assign this Contract without the written consent of City. Any attempted assignment without written consent of City shall be void. Contractor shall be fully responsible for the acts or omissions of any assigns or subcontractors and of all persons employed by them, and the approval by City of any assignment or subcontract shall not create any contractual relation between the assignee or subcontractor and City.

12. **Governing Law; Jurisdiction; Venue.** This Contract shall be governed and construed in accordance with the laws of the State of Tennessee without resort to any jurisdiction's conflict of laws, rules or doctrines. Any claim, action, suit or proceeding (collectively, "the claim") between the City and the Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Chancery or Circuit Courts of Sumner County for the State of Tennessee. If, however, the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Middle Tennessee filed in Davidson County, Tennessee. Contractor, by the signature herein of its authorized representative, hereby consents to the *in personam* jurisdiction of said courts. In no event shall this section be construed as a waiver by City of any form of defense or immunity, based on the Eleventh Amendment to the United States Constitution, or otherwise, from any claim or from the jurisdiction.

13. **MERGER CLAUSE.** THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND

CONDITIONS.

14. **Prior Approval Required**. Approval of the City of Gallatin Council or Mayor is required before any work may begin under this Contract.

CITY OF GALLATIN, TENNESSEE

CONTRACTOR

BY: _____
Paige Brown, Mayor

BY: _____

ATTEST:

Connie Kittrell, City Recorder

APPROVED AS TO FORM:

Susan High-McAuley, City Attorney